

A

Habeeb Reply Affidavit – Attachment A



September 7, 2001

SBC Advanced Solutions, Inc. Transmittal No. 1

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Attention: Common Carrier Bureau

Dear Ms. Salas:

The accompanying tariff material, issued by SBC Advanced Solutions, Inc. (ASI) and bearing Tariff F.C.C. No. 1, issued under Special Permission No. 01-095 of the F.C.C., is being submitted on not less than one day's notice in compliance with Section 61.58 (b) of the Commission's rules and the requirements of the Communications Act of 1934, as amended.

This filing, scheduled to become effective September 10, 2001, consists of the tariff pages as indicated on the following check sheets:

Tariff F.C.C. No.
1

Check Sheet Revision No.
Original Sheet 2

Notwithstanding ASI's belief that it is a non-dominant carrier, it is submitting the attached tariff to avoid any potential for disputes related to its regulatory status.¹

In accordance with Sections 61.32(b) the original Transmittal Letter, the Federal Communications Commission Form 159 and filing fee have been submitted for delivery to the Treasury Department lockbox located at the Mellon Bank in Pittsburgh, Pennsylvania. The filing fee was transmitted electronically to Mellon Bank and the electronic audit code is shown on the accompanying Form 159.

Acknowledgment and date of receipt of this Transmittal are requested. A duplicate letter is attached for this purpose.

¹ See SBC Advanced Solutions, Inc. Application No. 1 for Special Permission filed August 31, 2001

Common Carrier Bureau
Page 2
August 31, 2001

Personal or facsimile service petitions against this Transmittal, as required under Section 1.773(a)(4) of the Commission's Rules, should be sent to Mr. Greg Corse - Area Manager Regulatory, 300 Convent, Room 1994B, San Antonio, Texas 78205, facsimile number (210) 246-8152. All other correspondence and inquiries concerning this Transmittal should be addressed to Debbie Clemens, Associate Director - Federal Regulatory, at (202) 326-8882, 1401 I Street, NW, Suite 400, Washington, D.C. 20005.

Respectfully submitted,



SBC Advanced Solutions, Inc.
John S. Habeeb
Director - Regulatory

Attachments:

Duplicate Letter
Tariff Pages

Copy of Letter and Attachments delivered to:

Chief, Tariff and Pricing Analysis Branch (Public Reference Copy)
International Transcription Service

SBC ADVANCED SOLUTIONS, INC.

Tariff F.C.C. No. 1
Original Title Page

ADVANCED SERVICES TARIFF

SBC ADVANCED SOLUTIONS, INC.

Advanced Services are provided by means of wire, terrestrial microwave radio, optical fibers satellite circuits, or a combination thereof.

This entire tariff is initially issued under authority of Special Permission No. 01-095 of the F.C.C.

(Issued under Transmittal No. 1)

Issued: September 07, 2001

Effective: September 10, 2001

By:

John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

Habeeb Reply Attachment A-1

ADVANCED SERVICES TARIFF

CHECK SHEET

Pages listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

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ADVANCED SERVICES TARIFF

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ADVANCED SERVICES TARIFF

TARIFF USER'S GUIDE

Page Numbering - Page numbers appear in the upper right corner of each page. Pages are numbered sequentially. New pages added between existing pages already in effect will have a decimal. For example, new pages added between pages 10 and 11 would be 10.1, 10.2, etc.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 2nd Revised Page 10 cancels and replaces the 1st Revised Page 10.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

2
2.1
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Check Page - When a filing is made with the Federal Communications Commission ("Commission") an updated check page accompanies the filing. The check page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk (*) designates all revisions made in a given filing. There shall be no other symbols used on this page if these are the only changes made. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

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SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

ADVANCED SERVICES TARIFF

CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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ADVANCED SERVICES TARIFF

EXPLANATION OF SYMBOLS

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below:

- (C) - Changed regulation
- (D) - Discontinued rate or regulation
- (I) - Increased rate or charge
- (M) - Moved text from one page to another without a change
- (N) - New rate or regulation
- (R) - Reduced rate or charge
- (S) - Reissued text
- (T) - Textual change but no change in rate or regulation
- (Z) - To signify a correction

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ADVANCED SERVICES TARIFF

REFERENCE TO OTHER TARIFFS

No References to Other Tariffs

REFERENCE TO OTHER PUBLICATIONS

No References to Other Publications

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ADVANCED SERVICES TARIFF

DEFINITION OF TERMS AND ABBREVIATIONS

The following are definitions of generally used terms in this Tariff.

AFFILIATE REGIONS – Denotes the regions served by the affiliate Incumbent Local Exchange Carriers which includes Southwestern Bell Telephone Company, Ameritech, Pacific Bell Telephone Company, Nevada Bell Telephone Company and Southern New England Telephone Company.

AMERITECH – Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc.

ASI REGIONS – Denotes the ASI operating regions, where ASI operates in the following states:
ASI-West - California and Nevada
ASI-Central - Texas, Missouri, Oklahoma, Kansas and Arkansas
ASI-North - Illinois, Michigan, Ohio, Indiana and Wisconsin
ASI-Northeast – Connecticut.

CLEC – Competitive Local Exchange Carrier

COMMITTED INFORMATION RATE – The bit rate that the network commits to transfer data under normal conditions. Each PVC is assigned a committed information rate (CIR).

COMPANY – SBC Advanced Solutions, Inc., Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Wisconsin, Inc., collectively referred to as SBC Advanced Solutions, Inc. ("SBC-ASI").

CUSTOMER – Any person, firm, partnership, corporation or other entity who subscribes to Service under the terms and conditions of this Tariff.

CUSTOMER DESIGNATED PREMISES – A physical location where Company's facilities terminate to the Customer equipment or facilities.

END USER – An individual, association, corporation, government agency or entity that subscribes to the Service and does not resell the Service to others or use the Service as an input to provide an information Service to others. An End User is not an Internet Service Provider that purchases DSL Transport to provide high speed Internet Access information Services to others. For DSL Transport, the End User is the customer of the Internet Service Provider.

ILEC – Incumbent Local Exchange Carrier

IXC – Interexchange Carrier

NB - Nevada Bell Telephone Company

PB - Pacific Bell Telephone Company

SNET - Southern New England Telephone Company

SWBT - Southwestern Bell Telephone Company

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ADVANCED SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF

This Tariff contains the regulations, rates and charges applicable to the provision of interstate advanced telecommunications Services ("Services") by SBC Advanced Solutions, Inc. (hereinafter referred to as "Company") between domestic points within the United States, subject to the jurisdiction of the Commission.

This Tariff is available for public inspection during normal business hours at Company offices located at 300 Convent, 19th Floor, San Antonio, TX 78205.

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By: John S. Habeeb – Director Regulatory
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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS**2.1 Undertaking of Company**

- 2.1.1** Service is furnished for interstate advanced telecommunications Services originating or terminating at specified points within the United States.
- 2.1.2** Company shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this Tariff.
- 2.1.3** Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or Service.
- 2.1.4** Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other Service providers, such as ILECs, IXCs and CLECs, necessary to complete provision of a Service offered in this Tariff to Customer's designated premises.
- 2.1.5** Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other Service providers, such as ILECs, IXCs and CLECs, if Customer cancels an order prior to the Company committed Service date.
- 2.1.6** Services are provided 24 hours daily, seven days per week except as set forth in other sections of this Tariff.
- 2.1.7** Company shall be responsible for the installation, operation and maintenance of the Services under this Tariff.
- 2.1.8** Company reserves the right to test its Services for purposes including, but not limited to, the installation, operation and maintenance of the Services provided under this Tariff. Invasive testing may result in interruptions of Service.
- 2.1.9** Facilities utilized by Company to provide Service under the provisions of this Tariff shall remain the property of the Company.
- 2.1.10** Company does not warrant that its facilities and Services meet standards other than those set forth in this Tariff, specifically referenced industry standards or in network change notifications issued in compliance with Federal Rules and Regulations.

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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.2 Limitations of Service**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff. Service may not be available in some locations or in some areas.
- 2.2.2** Company reserves the right to discontinue furnishing Service, or to limit the use of the Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff or for nonpayment by Customer.
- 2.2.3** Customer may not transfer or assign the use of Service, except with the prior written consent of Company. All regulations and conditions contained in this Tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.
- 2.2.4** Customer may not use Services contained herein for any unlawful purpose, however, Company is in no way obligated to monitor or police such activity.
- 2.2.5** Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of Service. Company's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer.

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300 Convent, 19th Floor
San Antonio, Texas 78205

ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.3 Limitations of Liability**

- 2.3.1** Company warrants that the Service will be installed and maintained in good working order and that the Service will perform substantially in accordance with the requirements of this Tariff.
- 2.3.2** Company's warranty does not cover repairs for damages caused by any negligence, gross negligence, or intentional acts or omissions of Customer, or its officers, agents or employees. Except as specifically provided for herein, Company expressly disclaims all other warranties with respect to the Service, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 2.3.3** Company's sole liability, whether in contract or in tort (including negligence, gross negligence or strict liability), for any failure, defect, error, loss, or omission in the provisioning of the Service ("Service Interruption") of any kind including, but not limited to, Service Interruption alleged to be caused by defective customer-owned or provided equipment or customer premises equipment ("Customer Equipment"), even if provided or installed by Company, is limited to refund of the proportionate charge for the period during which the Service was affected.
- 2.3.4** In no event will Company be liable to Customer, under any circumstances, for indirect, incidental, special or consequential damages of any kind whatsoever including, but not limited to, lost profits, lost revenue, failure to realize expected savings and loss of data, regardless of the form of action and whether or not such damages are foreseeable.
- 2.3.5** Company shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.
- 2.3.6** Company shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by Company's facilities. Customer shall indemnify and hold harmless Company from any third-party claims asserting such liability.
- 2.3.7** Company shall not be liable for any damages Customer may incur as a result of the unauthorized use of the Services provided under this Tariff. Customer is responsible for controlling access to, and the use of, the Services provided by Company.
- 2.3.8** Company shall not be liable for temporary interruptions of Service that may occur as normal events in the provision of Service. Company has no control over third party networks accessed in the course of Customer's use of Service, therefore, Company shall not be liable for any delays and disruption caused by other network transmissions beyond Company's control.

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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.4 Force Majeure**

Company will not be liable for any loss or damage resulting from any cause beyond Company's reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, tornadoes, acts of war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by Customer, Customer Equipment or Customer Service or equipment vendors or any other cause beyond Company's.

On the occurrence of any such event and to the extent such occurrence interferes with Company's obligation under this tariff, Company will be excused from such obligations during the period of such interference, provided that Company uses all reasonable efforts available to Company to avoid or remove such causes of inability to meet such obligation.

2.5 Law Enforcement and Civil Process

2.5.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from telecommunications carriers. When Company receives a request associated with the Customer, Company will comply with any valid request, to the extent Company is able to do so. If such compliance requires the assistance of Company, such assistance will be provided.

2.5.2 Subpoenas. If Company receives a subpoena for information concerning an End User Company knows to be Customer's End User, Company will refer the subpoena to the requesting entity indicating that Customer is the responsible company. Provided, however, if the subpoena requests records for a period of time during which Company was the End User's Service provider, Company will respond to any valid request to the extent Company is able to do so. If response requires the assistance of Customer, such assistance shall be provided by Customer.

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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.6 Provision of Services**

2.6.1 Company will provide to the Customer the Services offered in this Tariff at the specified rates and charges, to the extent that such Services are or can be made available with reasonable effort. In the event that the Customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with Company's filed Tariffs and technical references contained therein, alternative designs may be provided by Company. Additionally, Company will work with the Customer to reach an agreeable solution.

2.6.2 The Services provided under this Tariff are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest.

2.7 Operation and Maintenance**2.7.1 Maintenance of Service**

Company shall maintain the Services provided under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by Company, other than by connection or disconnection to any interface means used, except with the written consent of Company.

Company reserves the right to temporarily suspend Service to allow for maintenance:

2.7.2 Availability of Testing

The Services provided under this Tariff shall be available to Company at times agreed upon in order to permit Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.7 Operation and Maintenance (Continued)****2.7.3 Interference or Impairment**

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than Company and associated with the facilities utilized to provide Services under this Tariff shall not interfere with or impair Service over any facilities of Company, its affiliated companies or its connecting or concurring carriers involved in its Services, cause any damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude Company's right to temporarily discontinue forthwith the use of a Service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. In such case the condition is not promptly or adequately corrected, Company shall immediately discontinue Service.

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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.8 Refusal and Discontinuance of Service**

- 2.8.1** Company may refuse additional applications for Service or discontinue the provision of Services as set forth below if a Customer fails to comply with the terms of the Tariff contained herein ("Non-complying Customer").

On thirty (30) calendar days written notice by Certified U.S. Mail (return receipt requested) to the person designated by that Customer to receive such notices of noncompliance, Company may:

- 2.8.1.A** Refuse additional applications for Service and/or refuse to complete any pending orders for Service by the Non-complying Customer at anytime thereafter. If Company does not refuse additional applications for Service on the date specified in the thirty (30) calendar days' notice, and the Customer's noncompliance continues, nothing contained here shall preclude Company's right to refuse additional applications for Service to the Non-complying Customer without further notice; or

- 2.8.1.B** Discontinue the provision of the Services to the Non-complying Customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If Company does not discontinue the provision of Services involved on the date specified in the thirty (30) calendar days' notice and the Customer's noncompliance continues, nothing contained herein shall preclude Company's right to discontinue the provision of the Services to the Non-complying Customer without further notice.

- 2.8.2** When Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Non-complying Customer. Where the companies affected by the Non-complying Customer are incapable of effecting discontinuance of Service without cooperation from the other joint providers of the Service, such other companies will, if technically feasible, assist in denying the joint Service to the Non-complying Customer. Service denial for such joint Service will only include transmission, which originate or terminate within or transit, the operating territory of the companies initiating the Service denial for the Non-complying Customer. When more than one of the joint Service providers must deny Service to effectuate termination for noncompliance, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulation of the company where the Customers end office is located shall prevail for joint Service discontinuance provisions.

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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.9 Use of Service****2.9.1 Assignment and Transfer of Facilities**

2.9.1.A The Customer may not assign, or transfer (e.g. through mergers, acquisitions, consolidations, etc.) the use of Services provided under this Tariff except, where there is no interruption of use or relocation of the Services, such assignment or transfer may be made to:

2.9.1.A.1 Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, the unexpired portion of the minimum period or Term Pricing Plan (TPP), the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any; or,

2.9.1.A.2 A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period or TPP, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any.

2.9.1.B In all cases of assignment or transfer, the written acknowledgement of Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) calendar days from the receipt of notification. The assignee or transferee (new Customer) shall provide to Company the written release of the use of such Services from the assignor or transferor (former Customer). All regulation, conditions and applicable charges, as set forth in this Tariff, shall apply to such assignee or transferee.

2.9.1.C The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.9 Use of Service (Continued)

2.9.2 Unlawful and Abusive Use

- 2.9.2.A** The Services provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:
- 2.9.2.A.1** The use of the Service by Customer, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,
- 2.9.2.A.2** The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more Customers.
- 2.9.2.B** Company shall, upon written request from a Customer, another telecommunications company or lawful authority, terminate Service to any subscriber or Customer identified as having utilized Service provided under this Tariff in the completion of abusive or unlawful transmissions.
- 2.9.2.C** In such instances when termination occurs, Company shall be indemnified, defended and held harmless by the Customer or any other telecommunications company or party against any claim, loss or damage arising from Company's actions in terminating such Service, unless caused by the negligence of Company.

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SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.10 Obligations of the Customer****2.10.1 Equipment, Space and Power**

The Customer shall furnish, or arrange to have furnished, to Company, at no charge, an environment conducive to the operations of equipment, as well as the space and electrical power required by Company to provide Services under this Tariff at the points of termination of such Services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that Company may have access to such spaces at reasonable times for installing, testing, repairing or removing Services of Company.

2.10.2 References to Company

The Customer may advise End Users that certain Services are provided by Company in connection with the Service the Customer provides to End Users. However, the Customer shall not represent that Company jointly participates in the Customer's Services. Customer may not use any logo, trademark or other intellectual property right of Company without prior written permission.

2.10.3 Damages

The Customer shall reimburse Company for damages to Company facilities utilized to provide Services under this Tariff caused by the negligence, gross negligence or intentional act or omission of the Customer or resulting from the Customer's improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for the actions of another Customer. Upon reimbursement for damages, Company will cooperate with the Customer in prosecuting a claim against the person causing such damage. The Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.

2.10.4 Claims and Demands for Damages

2.10.4.A With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and hold harmless Company from and against all claims arising out of combining with, or use in connection with, the Services provided under this Tariff, any circuit, apparatus, system or method provided by the Customer.

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SBC Advanced Solutions, Inc.
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SECTION 2 - REGULATIONS (Continued)**2.10 Obligations of the Customer (Continued)****2.10.4 Claims and Demands for Damages (Continued)**

2.10.4.B The Customer shall defend, indemnify and hold harmless Company from and against any suits, claims and losses or damages, including punitive damages, attorneys' fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to Company's Services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the Customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the Services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or person injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

2.10.5 Certification of Service as Interstate

By ordering Services contained herein, Customer certifies Service will be used solely and exclusively for traffic that is interstate in nature or for jurisdictionally mixed traffic which contains greater than 10% interstate traffic.

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SECTION 2 - REGULATIONS (Continued)

2.11 Grandfathered Customer Contracts

- 2.11.1** Non-affiliated Customer contracts or service agreements executed with Company prior to the effective date of this tariff ("existing contracts") are grandfathered as of the effective date of this tariff and all rates, terms and conditions contained therein remain in effect.
- 2.11.2** Customers with existing contracts containing only month to month rates, terms and conditions are on constructive notice that their service(s) will be converted to applicable month to month tariffed rates, terms and conditions ninety (90) calendar days after the effective date of this tariff.
- 2.11.3** Upon the effective date of this tariff, all contracts between Company and its affiliated Customers (including Southwestern Bell Internet Services, Inc., Pacific Bell Internet Services, Ameritech Interactive Media Services, Inc. and SNET Diversified Group, Inc.) are converted to the tariffed rates, terms and conditions contained herein, including volume and term liabilities.

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SECTION 2 - REGULATIONS (Continued)**2.12 Payment and Billing**

- 2.12.1** Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges set forth in this tariff. Charges will commence on the date Service is made available by Company under this tariff and will continue through the date Service is disconnected.
- 2.12.2** Charges are due on the date specified on the bill ("Payment Date").
- 2.12.3** Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by Company or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law. If this charge would exceed the maximum allowable charge in any jurisdiction where the Services have been provided but for which payment has not been received, the late payment charge shall be calculated at the maximum allowed by such jurisdiction.
- 2.12.4** Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within thirty (30) calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.12.5** If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.
- 2.12.6** If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.
- 2.12.7** The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

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SECTION 2 - REGULATIONS (Continued)

2.13 Deposits, Advance Payments and Adjustments

- 2.13.1** Company or its agent may require a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. Company shall pay interest on deposits pursuant to any applicable rules and regulations.
- 2.13.2** The fact that a security deposit has been made in no way relieves Customer from prompt payment of bills upon presentation.
- 2.13.3** Company may require or receive advance payment from Customer for purposes including, but not limited to, security deposit and prepayment of Service.
- 2.13.4** Company reserves the right to issue credits and adjustments to Customer.

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SECTION 2 - REGULATIONS (Continued)**2.14 Taxes**

- 2.14.1** With respect to any purchase of Service under this tariff, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from Customer by Company, then (i) Company will bill, as a separately stated item, Customer for such Tax, (ii) Customer will timely remit such Tax to Company, and (iii) Company will remit such collected Tax to the applicable taxing authority.
- 2.14.2** If Company does not collect a Tax because Customer asserts that it is not responsible for the Tax or is otherwise excepted from the obligation, which is later determined by formal action to be wrong then, as between Company and Customer, Customer will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 2.14.3** If Company or Customer is audited by a taxing authority or other governmental entity both Company and Customer agree to reasonably cooperate with the other being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 2.14.4** If applicable law excludes or exempts a purchase of Services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to section 2.14.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.
- 2.14.5** If applicable law excludes or exempts a purchase of Services under this tariff from a Tax, but does not also provide an exemption procedure, then Company will not collect such Tax if Customer (i) furnishes Company with a letter signed by an officer of Customer claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies Company with an indemnification agreement, reasonably acceptable to Company, which holds Company harmless on an after-tax basis with respect to forbearing to collect such Tax.

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SECTION 2 - REGULATIONS (Continued)**2.14 Taxes (Continued)**

2.14.6 With respect to any Tax or Tax controversy covered by this section, Customer will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. Customer will be entitled to the benefit of any refund or recovery resulting from such a contest. Customer will cooperate in any such contest.

2.14.7 Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of Customer to pay any Tax. Nothing shall prevent Company from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills Customer for such Tax or (2) it collects the Tax Customer. Notwithstanding anything in this tariff to the contrary, Customer shall be liable for and Company may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

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SECTION 2 - REGULATIONS (Continued)**2.15 Customer Equipment**

Service may be used with or terminated in Customer Equipment. Such Customer Equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of Service, including but not limited to Customer Equipment, wiring, electrical power, and personnel. When such Customer Equipment is used, it must be compatible with Company equipment and standards used to provide Service, and shall in all respects comply with the minimum protective standards of Company.

2.16 Interconnection

Service furnished by Company may be connected with the Services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

2.17 Inspection, Testing and Adjustments

- 2.17.1** Company may make such tests and inspection as may be necessary to determine whether Tariff requirements are being complied with in the installation, operation and maintenance of Customer Equipment or Company's equipment. Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.17.2** The facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.
- 2.17.3** Company shall not be liable to Customer for any damages for Service Interruption pursuant to this section.

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SECTION 2 - REGULATIONS (Continued)**2.18 Provision of Service**

Services are provided only in those geographic areas where facilities exist, where Company in its discretion determined (subject to applicable law) to provide Service, and where Company is authorized to provide Services. Provision of Services offered under this Tariff is subject to availability.

2.19 Other Rules

Company reserves the right to discontinue Service, in whole or in part, limit Service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission. Company reserves the right to modify terms of Service without separate notice to Customer. Company also reserves the right to modify or change the network specifications without separate notice to Customer.

In the event terms of this Tariff are changed, Customer will be on constructive notice of the change through the filing of Tariff revisions.

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